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LETTER DATED 22 FEBRUARY 2000 FROM THE PERMANENT REPRESENTATIVE OF IRAQ TO THE UNITED NATIONS ADDRESSED TO THE SECRETARY-GENERAL

Day after day, the United States and the United Kingdom steadfastly pursue their hostile and barbarous policy against the people of Iraq. One of the manifestations of this reckless policy is the placing on hold of contracts for humanitarian items for reasons that are unlawful and illogical, so that the total value of contracts on hold increased from $500 million to $1,762 million between 19 August 1999 and 18 February 2000.

The representatives of the United States and the United Kingdom in the Security Council are trying to "sell" this hostile policy against Iraq and its people by claiming that they are placing contracts for humanitarian items on hold in defence of the values of the international community and the resolutions of the Security Council. They have, indeed, taken their arrogance to such extremes as to claim that the other 13 members of the Security Council that do not place holds on humanitarian contracts are failing in their duty. The representative of the United Kingdom intimated as much in the Security Council consultations held on 7 February 2000.

In order to elucidate for the members of the Security Council and for the international community the facts concerning the actions of the representatives of the United States and the United Kingdom in the Security Council and in the Committee established by resolution 661 (1990) we should like to make the following observations.

Security Council resolution 986 (1995), the memorandum of understanding of 20 May 1996 between Iraq and the United Nations (S/1996/356, annex I), the procedures adopted by the Committee established by resolution 661 (1990) (S/1996/636) and the Committee's decision of 30 January 1998 on refining and clarifying its working procedures (S/1998/92, annex) all affirm that responsibility for ascertaining that contracts are in proper form and in compliance with the memorandum of understanding, the distribution plan, the procedures of the Committee and the requirements of resolution 1051 (1998), concerning dual-use items, lies with the Secretariat of the United Nations as represented by the Office of the Iraq Programme. Paragraph 33 of the Committee's procedures (S/1996/636) reads as follows:

> "Experts in the Secretariat examine each contract, in particular the details of price and value, and whether the items to be exported are on the categorized list referred to above. They will also take into consideration the reports of the Secretary-General provided for in paragraph 20 above, in order to check availability of funds in the Iraq account for the contract. They will inform the Committee of their findings."

In accordance with this mandate, when the Iraq Programme submits contracts to the Committee for its approval, it means that the Programme has ascertained that the contracts are in order. The Programme also indicates, when submitting contracts, whether or not the contract items are included in the annexes mentioned in resolution 1051 (1996) (dual-use items). This reference is made only as a reminder, because the Iraq Programme is required under the memorandum of understanding to monitor the delivery of all items in order to ascertain that they are actually being utilized for the purpose for which they were authorized. The note dated 22 October 1999 addressed to the Secretary-General by the Executive Director of the Iraq Programme (S/1999/1086, annex) states as follows:

> "... we have sought to deploy the United Nations observers in Iraq in such a way as to provide, to the extent possible, the required assurances to the Committee that all supplies authorized for procurement, including potential dual-use items, are indeed utilized for the purpose for which they have been authorized."

Since the Programme first went into operation in December 1996, the periodic reports of the Secretary-General on its implementation have confirmed that Programme monitors have carried out hundreds of thousands of field visits in order to verify that all of the items procured under the Programme have been distributed in an equitable manner and have been utilized for the purpose for which they were imported. The most recent of these reports is that of 22 November 1999 (S/1999/1162), paragraph 33 of which states as follows:

> "During the reporting period, the Geographical Observation Unit conducted 5,759 observation visits, covering all sectors of the Programme throughout the country. ... Observers from the World Food Programme (WFP) made 79,120 visits during the reporting period, ..."

No report of the Secretary-General has ever indicated that any imported items have been utilized for any purpose other than that for which they were authorized.

The foregoing textual references confirm the fact that pretexts such as "dual-use", "non-compliance of items with the distribution plan", "need to identify the end-use or end-user", "request for the technical specifications of items" or "unclear contract submission form" are null and void and have no legal basis. They are no more than a crude cover for the placing of contracts on hold for political reasons. In placing holds on humanitarian contracts, the United States and the United Kingdom are seeking not, as they claim, to promote the United Nations or advance the interests of the international community but rather to persevere in avenging themselves on an entire people and in preventing it from using its own resources to secure medicine, food and the other

humanitarian items that are needed in order to repair the infrastructure destroyed by United States and British aircraft and missiles.

Some examples of the United States and British practice of placing contracts on hold on false pretexts are given hereunder.

1. The United Kingdom placed holds on contracts 00430 and 00157, both oil-sector contracts intended for the rehabilitation of the installations at Mina' Khawr al-Amayyah. It claimed that Saybolt, the company monitoring oil exports, had stated that the installations at the port were not in need of rehabilitation. Although Saybolt denied the statement attributed to it by the United Kingdom and addressed a number of letters to the Committee in that regard, the United Kingdom representative continued to keep the two contracts on hold.

2. In early February 2000, the Iraq Programme submitted the following contracts: 601334 (trucks for the Ministry of Trade); 601355 (water purification equipment); 601360 (electricity generators); and 601383 (spare parts for the water and sanitation sector). In submitting the four contracts, the Iraq Programme stated that they did not include any items listed in the annexes mentioned in resolution 1051 (1996). The United States nevertheless placed the contracts on hold on grounds of "dual use".

3. The United States placed a hold on contract 600787, for the importation of 15 live bulls, on grounds of "dual use". When Iraq protested, the United States went on to claim that the 60 doses of various vaccines that accompanied the shipment are of dual use, although this is not the case. The fact of the matter is that, because of the change of environment and the need for animals to be immunized, international agreements do not permit the transportation of animals from one country to another unless vaccines are sent with them so that they can be vaccinated on arrival in the country of destination. This contract is still on hold.

4. Although the Iraq Programme submitted contracts 601391, 630641 and 630636 to the Committee with the indication that they did not involve any items listed in the annexes to which reference is made in resolution 1051 (1996), the United States placed them on hold on the grounds that some of the items concerned were of dual use. Similarly, the United Kingdom placed on hold contracts 601386 and 600748 on the grounds that the items in question were of dual use and were included in the same annexes, while the Iraq Programme had submitted them with the assurance that the contract items did not include any that were on the relevant lists.

The contracts mentioned above are but examples of the 1,129 contracts pertaining to phases IV, V and VI of the oil-for-food programme that have been placed on hold by the United States and the United Kingdom for political reasons. That the United States should continue to place contracts for humanitarian items on hold without objection and with the Secretariat remaining silent at such conduct, despite the fact that it violates the Secretariat's mandate and shows contempt for its authority, does indeed indicate that there is a serious flaw that must be rectified, particularly since this coincides with

resignations of the United Nations Coordinator in Iraq and the Iraq representative of the World Food Programme give definite and unequivocal expression to the fact that the oil-for-food programme does not meet the minimum basic needs of the people of Iraq. There is thus no alternative to the complete elimination of the unjust embargo that has been maintained against Iraq for the past 10 years. When two successive officials in charge of the Programme submit their resignations, the correct inferences must be drawn from this fact. If the United Nations wishes to preserve a minimum of credibility, then it must halt the blatant interference of the United States in all aspects, large and small, of its work. Otherwise, the assertion made to the Security Council by the Chairman of the United States Senate Committee on Foreign Relations on 20 January 2000 that the United Nations must serve the American people "as an effective tool of diplomacy" will become an established fact.

I should be grateful if you would have this letter circulated as a document of the Security Council.

(Signed) Saeed H. HASAN
Ambassador
Permanent Representative